

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH

455 Golden Gate Avenue, 8th Floor
San Francisco, CA 94102

ADDRESS REPLY TO:

P.O. Box 420603

San Francisco

CA 94142-0603



SCOPE OF WORK PROVISIONS

FOR

LABORER (ENGINEERING CONSTRUCTION)

IN

San Diego County

23-102-3

AGC MASTER LABOR AGREEMENT
FOR ENGINEERING CONSTRUCTION

ASSOCIATED GENERAL CONTRACTORS
OF AMERICA
SAN DIEGO CHAPTER, INC.

AND

LABORERS' INTERNATIONAL UNION
OF NORTH AMERICA
LOCAL NO. 89

SECTION 1
PARTIES TO AGREEMENT

A. This Agreement is entered into the 16th day of June 1997, by and between signatory members of Associated General Contractors of America, San Diego Chapter, Inc. (hereinafter referred to as the "Employers"), and Laborers' International Union of North America, Local No. 89 (hereinafter referred to as the "Union").

B. Definitions:

1. Association means Associated General Contractors of America, San Diego Chapter, Inc. The Employers and the Union recognize and agree that the Association is the administrative representative of the Employers, and the Association has no signatory status by the terms of this Agreement or otherwise.

2. Employee(s) or worker(s) means the employed person or persons performing work covered by this Agreement within the recognized work jurisdiction of the Union as defined in this Agreement.

3. Subcontractor means any person who contracts with the Employer to perform any jobsite construction work, as defined by this Agreement, including the operation of equipment, performance of labor and the furnishing and installation of materials.

It is the desire of the parties to establish rates of pay, hours of employment and working conditions which shall be applicable to these workers in the performance of the work as hereinafter defined in this Agreement.

D. The purpose of this Agreement is to ensure that all construction work performed by the Employer shall proceed continuously and without interruption, in an efficient and economic manner, to secure optimum productivity, and to facilitate the orderly performance of the work by improving efficiency and eliminating work stoppages, slowdowns, poor work practices and other interferences with the progress of the work.

SECTION 2

TERM, TERMINATION AND RENEWAL

A. This Agreement shall become effective on June 16, 1997, and shall remain in full force and effect through June 15, 2001, and from year to year thereafter, unless either party gives sixty(60) days written notice to the other party prior to June 15, 2001, or June 15 of any subsequent year, of its intention to amend, modify or terminate.

B. While this Agreement continues in effect, neither party will make demands upon the other party for any changes in conditions or benefits or for any new or additional changes in conditions or benefits, unless by mutual agreement.

SECTION 3

AREA COVERED

The area covered by this Agreement shall be San Diego County, California, and San Clemente Island, California.

SECTION 4

WORK COVERED BY THIS AGREEMENT

This Agreement shall apply only to construction jobsite work performed by the signatory Employer with his own forces in conjunction with the construction, alteration, modification, improvement, or repair, in whole or in part of a structure, or other jobsite construction work within the recognized jurisdiction of the union and shall not include any other jobsite construction industry work. Jobsite is defined as an area within which construction work is being performed, the boundaries for which are the same as those boundaries delineated in the specifications for the job or project which may include such references as right-of-way, parcel, subdivision map, dedicated street or lot. In the case of subdivisions or planned unit development where construction phases are stipulated by

construction contracts, jobsite will mean only that area covered by phases or units currently under construction and under the Employer's control.

SECTION 5

UNION RECOGNITION

The Employer recognizes the Union as the sole and exclusive collective bargaining representative of all employees employed to perform work covered by this Agreement. The Union does not at this time, nor will it during the term of this Agreement, claim jurisdiction over the following classes of employees: executives, superintendents, assistant superintendents, master mechanics, timekeepers, messengers, or office workers.

SECTION 6

OBLIGATIONS OF EMPLOYER

A. This Agreement is binding upon the Employer regardless of whether or not it changes the name or style or address of its business, if the Employer continues to perform work covered under Section 4 of this Agreement. An Employer shall include any firm, partnership, company, or corporation or other business organization excluding developer, in which such Employer has a majority ownership interest. The Employer shall give notice in writing to the Union of any intent to change the name, style or address of its business, or to perform business under more than one name or style or at more than one address, prior to the adoption of a new or different name, style or address, or the addition of new names or styles or addresses, as specified herein.

B. The Employer shall continue to be bound by the terms of this Agreement under the new name or method of operation, including a partnership or corporation in which it has majority control or interest, until such time as it terminates the Agreement in accordance with the provisions of Section 2 of this Agreement.

SECTION 7

EXISTING AND OTHER AGREEMENTS

A. All existing labor agreements between the Employer and the Union for work covered by this Agreement are hereby canceled by mutual consent. This Agreement is an engineering construction agreement, excluding projects of the type 1 - 5 construction.

B. This Agreement shall be deemed to have been executed when the parties signing shall have affixed their signatures hereto.

1. Watchmen:

a. Watchmen shall work eight (8) consecutive hours per day, exclusive of lunch period and forty (40) hours per week, Monday through Sunday, at straight time rates, provided they receive their two (2) day rest period consecutively. Watchmen shall receive time and one-half for all time in excess of eight (8) hours per day and for the sixth (6th) consecutive day worked. Watchmen shall also receive time and one-half for holidays worked except when a holiday falls on the seventh (7th) consecutive day worked, which shall be double time.

b. When an Employer employs the services of a guard dog handler, said handler and/or handlers shall come under the terms of the Watchmen provisions.

2. Landscape Maintenance:

The term "Landscape Maintenance" shall be defined to include that work on existing or newly landscaped projects, such as watering, weeding, mowing and edging, pruning, fertilizing. Replacing or repairing of existing installations, (including the repair and replacing of electrical and water systems, sweeping, repainting, restriping, and any other work contained in the specifications of the project).

3. Final Cleanup:

Final cleanup work means that work performed after all new construction work on a section or phase of the project is completed.

4. Traffic Controller:

a. Shall be an Employee whose primary duty is to direct traffic, only in areas of streets where the posted speed limit is 45 miles, or less, per hour, and shall be paid at 50% of the Group I rate of pay and all fringe benefits.

b. If an Employee, who is dispatched to perform duties of Traffic Controller, begins and ends shift directing traffic, but who is also assigned to perform other duties, during his shift, which are in a higher classification; then the Employee must be paid at the rate of the highest classification for all hours worked, during the entire shift, or day.

c. If an Employee directs traffic in areas or streets where the posted speed limit exceeds 45 miles per hour, the Flagman's Group I rate of pay shall apply.

d. Flagmen and Traffic Controller:

Flagmen and Traffic Controller's work is the work of the laborers and said workmen shall be entitled to adequate relief for use of toilet facilities.

D. Special Guniting Working Rules:

There shall be a Nozzle Helper on every job. It is the intention of the parties hereto that the Nozzle Helper is learning to be a Nozzle Man and for that reason he shall be working directly with the Nozzle Man at all times the nozzle is running.

E. Special Tunnel Working Rules:

1. a. The following special tunnel working rules shall apply to tunnels over two hundred (200) feet in length and the following provisions shall supersede any contrary provisions contained elsewhere in this Agreement. The following special tunnel working rules shall not apply to tunnels under two hundred (200) feet in length and such work shall be governed by the general provisions contained elsewhere in this Agreement.

b. The Employer shall establish and maintain a change house at each portal (or within a reasonable distance thereof) which shall include showers, toilet facilities, lockers and heating and drying facilities in accordance with the number of men in each crew. Short dry tunnels are exempted from the provisions of this Section if bathing facilities are generally available in nearby living areas.

2. a. Tunnel Work periods shall conform to Section 20 herein.

b. The regular work week shall conform to Section 20 herein.

c. Shift work may be worked whenever the Employer chooses by notifying the Local Union involved in writing stating that the shift work will run for five or more consecutive days; otherwise the Employer shall pay overtime at the applicable rate. When shift work is worked, there shall be not more than one and one-half (1 1/2) hours between shifts.

This includes heading crew, concrete crew, bull gang, and dumpmen, retimbermen, or any other crew doing work in the tunnel which comes under the terms of this Agreement.

d. The starting time for shifts, whether on a single shift or multiple shift work, may be changed by mutual consent of the Laborer's International Union of North America, Local Number 89, signatory hereto, and the Employer by job conference between the aforementioned parties.

e. The Friday graveyard, though coming off work Saturday morning, is to be considered working Friday.

f. The Saturday graveyard, though coming off work Sunday morning, is to be considered working Saturday.

g. The Sunday graveyard, though coming off work Monday morning, is to be considered working Sunday.

h. Maintenance Work. Workmen employed on Saturdays, Sundays and holidays to perform repair work or maintenance work (that is, work other than actual construction work) shall be paid at time and one-half of the regular straight time rate. Any workman who works on Sundays or holidays in the repair or maintenance crew shall have the following Monday or day following the holiday off, and if such workman is required to work on such Monday or day following the holiday, then he shall be paid at double the regular straight time rate for the hours of work performed on such Monday or day following the holiday.

i. Overtime Rates. All time worked before a shift begins, after a shift ends or work performed on Saturdays, shall be paid for at time and one-half the regular straight time hourly rate. All work performed on Sundays and holidays shall be paid for at double the regular straight time hourly rate except maintenance work.

F. Asphalt Plants:

Work performed at the Employers asphalt plants shall be covered under the terms of this Agreement and shall conform to Section 20 herein.

G. This Agreement will in no way negate existing jurisdictional Agreements between the Unions signatory to this Agreement.